

INVITATION FOR BIDS

The City of Belmont invites bids for public project construction described as: **Footbridge Over Spillway at Notre Dame Dam #619, Contract Number 2014-052.**

The public project construction is more specifically defined in the Contract Documents, but generally includes the following items of work (the "Work"): The project is to construct a trail bridge over the spillway at Waterdog Lake Park in Belmont, California in accordance with the plans and specifications provided. The span of the bridge is approximately 25 feet long with a concrete foundations, wood construction, and stainless steel cables as part of the rail system. Work will include site preparation, bridge construction, and work on the bridge landings.

1. **PRE-BID CONFERENCE:** A pre-bid conference is scheduled for 10 a.m., June 18, 2014, at the Twin Pines Cottage, 7 Twin Pines Lane, Belmont, California.

All Bidders are urged to attend so that their bid is not rejected due to lack of adequate documentation. Any statements made at the pre-bid conference do not constitute changes in the Contract Documents. Amendments to the Contract Documents can only be accomplished by means of addenda issued by the Director of Public Works or his designee ("Engineer").

2. **BID SUBMITTAL, WITHDRAWAL, IRREVOCABILITY:** Bids must be submitted on the bid forms supplied by the City. **BIDS must be received at the City of Belmont, Parks and Recreation Office, 30 Twin Pines Lane, Belmont, CA 94002 (hereinafter the City) by 5:00 PM local time, on July 10, 2014 ("Bid Deadline").** Bids received after the bid deadline will not be accepted. It is the bidder's responsibility to ensure that its bid package is duly delivered. Bidders are solely responsible for the cost of preparing their bids. No bidder may withdraw its bid for a period 10 days after the date set for bid opening, except as provided in Public Contract Code Section 5101 *et seq.*.
3. **ENGINEER'S ESTIMATE:** The Engineer's estimated total construction cost for this Contract is \$25,000 total. This estimate is intended to serve merely as a guideline of the magnitude of work. Neither the bidders nor the contractor shall be entitled to claims because of any inaccuracy in the estimated cost range.
4. **CONTRACT TIME; LIQUIDATED DAMAGES:** The construction Work is to be completed within a total of 32 working days after the date specified in the City's Notice To Proceed. **Work will be completed between September 2, 2014 and November 15, 2014.** The City will assess liquidated damages in the amount of \$100 for each and every working day of delay in finishing the work in excess of the contract time.
5. **REQUIRED CONTRACTOR'S LICENSE(S):** Under Business & Professions Code Section 7028.15 and Public Contract Code Section 3300, all bidders must possess proper licenses for the performance of the work contemplated by the Project. Failure to possess the specified license(s) at the time of bidding will render the bid non-responsive. **Contractors must possess a valid California class B contractor's license.** Firms bidding as a joint venture must secure a joint venture license before award of this contract.

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6. **CONTRACT DOCUMENTS:** Bidders may obtain the bidding documents including Plans and Specifications, at The City of Belmont, Parks and Recreation Department, 30 Twin Pines Lane, Belmont, CA. Plans are also available on line at ebidboard.com.
7. **BONDS AND INSURANCE:** After award of the contract, the successful bidder must provide security for faithful performance and labor and materials (payment bond) as well as proof of insurance, in accordance with the requirements set forth in the Contract Documents. Bonds must be executed by a surety possessing a valid certificate of authority issued by the California Department of Insurance.
8. **SECURITIES SUBSTITUTION:** At the request and expense of the Contractor to whom the Contract is awarded, securities in a form approved by the City will be permitted in substitution for money withheld by the City to ensure performance under the Contract, as provided in Public Contract Code Section 22300.
9. **PREVAILING WAGE:** This project is a public work under Labor Code Section 1770, *et seq.*, and the successful bidder will be required to comply with certain labor standards and employment requirements including payment of the prevailing wage rates in effect on the date this Invitation for Bids was first published. Copies of the prevailing wage rates can be viewed at: <http://www.dir.ca.gov/DLSR/PWD/> and are on file with the Engineer at the address identified below, and shall be made available to any interested party upon request.
10. **SHORING AND BRACING:** If the construction involves trenches or open excavations, which are five feet or deeper, each bid submitted in response to this Invitation for Bids must contain, as a bid item adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life and limb in trenches and open excavation which shall conform to applicable safety orders, as required by Labor Code Section 6707.
11. **SPECIFIC BRAND NAME MATERIALS:** All bidders are hereby notified, in accordance with Public Contracts Code Section 3400, that no “equal” substitution will be considered by the City for any of the following materials, products, things, or services: steel cables. The basis for this determination is that the specified materials, products, things, or services are necessary because they are required for a field test or experiment to determine the product’s suitability for future use.
12. **WAIVER OF IRREGULARITIES.** The City reserves the right, in its sole discretion, to reject any or all Bids, to waive minor irregularities or defects in bidding and to reject nonconforming, nonresponsive or conditional bids.
13. **INQUIRIES:** If any bidder has questions regarding this Project, contact the Engineer: Jonathan Gervais, Parks and Recreation Director, 30 Twin Pines Lane, Belmont, CA, (650) 595-7441, jgervais@belmont.gov. Any questions addressing the interpretation or clarification of the Contract Documents shall be in writing.

INSTRUCTIONS TO BIDDERS

(Small Public Project Construction \$45,000 or Less)

1. OBTAINING COPIES OF CONTRACT DOCUMENTS

- 1.1. Bidders may obtain complete sets of the Contract Documents, at the location designated in the Invitation For Bids.
- 1.2. Each bidder shall use a complete set of Contract Documents in preparing its bid.
- 1.3. The Contract Documents are more particularly defined in the Construction Agreement.
- 1.4. The City makes copies of the Contract Documents available, on the above terms, for the sole purpose of obtaining Bids for the Work and does not confer a license or grant permission for any other use of the Contract Documents.

2. INTERPRETATION OR CORRECTION OF CONTRACT DOCUMENTS

- 2.1. Bidder must, before submitting its Bid, carefully study and compare the components of the Contract Documents and must examine the Project Site, the conditions under which the Work is to be performed, and the local conditions.
- 2.2. In the event Bidder has any question as to the meaning of any part of the Contract Documents, or Bidder finds any error, omission, inconsistency, or ambiguity in the Contract Documents, Bidder must make a written Request for Clarification before submitting its Bid. Requests for clarification or interpretation of the Contract Documents must be addressed only to the Engineer. It is the Bidder's responsibility to ensure that any such request is submitted to the City in a timely manner, in order to allow the City to issue a written Addenda.
- 2.3. If necessary, the City will make clarifications, interpretations, corrections, and changes to the Contract Documents by Addenda issued as provided in Section 4 of these Instructions to Bidders, below.
- 2.4. Purported clarifications, interpretations, corrections, and changes to the Contract Documents made in any other manner are not binding on the City, and Bidders may not rely upon them.
- 2.5. The plans and specifications, including drawing, plans, maps, diagrams and other graphic representations of the project, show conditions as they are believed by City to exist on the site, but the conditions shown do not constitute a representation by City that they actually exist. Utilities (underground or above-ground), buildings, structures and other improvements may be within or adjacent to the project site. These may or may not be included in the project's plans and specifications.
- 2.6. Submission of a bid shall constitute a representation by bidder that they have visited and examined the project site, and examined the plans and specifications. Bidder is relying

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on their own examination and knowledge of the site and plans in making their bid and not on any representation by City. No claim for additional compensation shall be allowed that is based upon a failure to examine or lack of knowledge of, the work site or contract documents.

3. PREFERENCE FOR MATERIALS

- 3.1. In accordance with Public Contract Code Section 3400, except as otherwise specified on the Invitation for Bids, the City will not limit the bidding, directly or indirectly, to any one specific concern. Whenever any particular material (including product, thing, equipment, or service) is indicated in the Contract Documents by patent, proprietary or brand name, or by name of manufacturer, such wording is used for the purpose of facilitating its description and shall be deemed to be followed by the words “or equal.” A listing of materials is not intended to be comprehensive, or in order of preference.
- 3.2. Unless a successful bidder (the Contractor) submits a request for substitution of “equal” materials in accordance with the requirements of the Contract Documents, and unless the City approves the substitution in accordance with the requirements of the Contract Documents, the Contractor shall furnish and install the specified material for the Bid Amount and within the Contract Time.

4. ADDENDA

- 4.1. Addenda will only be issued in writing. The City will make reasonable efforts to deliver (via facsimile or U.S. Mail) Addenda to all Bidders who are known by the City to have received a complete set of Contract Documents and who have provided a delivery address for receipt of Addenda.
- 4.2. Each Bidder shall be responsible for ascertaining, prior to submitting its Bid, that it has received all issued Addenda. City makes no guarantee that all Bidders will receive all the Addenda. Copies of Addenda will be made available for inspection at the office where Contract Documents are on file for inspection, as indicated on the Invitation for Bids.
- 4.3. Addenda withdrawing the Invitation for Bids or postponing the Bid Deadline may be issued any time before the Bid Deadline. However, if any Addenda results in a material change (addition or deletion) to the Contract Documents, the Bid Deadline will be extended by the City by not less than 72 hours, as provided in Public Contract Code Section 4104.5.
- 4.4. Each Bidder must acknowledge receipt of all Addenda on the Bid Form. Failure to acknowledge receipt of Addenda may render the bid non-responsive.

5. FILLING IN BID FORMS BY BIDDERS

- 5.1. All bids must be prepared on the forms provided by the City and submitted in accordance with these Instructions to Bidders. The documents required to be submitted in the bid package are as follows:

- 5.1.1. Bid

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- 5.1.2. Equal Employment Opportunity Certification
- 5.1.3. Bidder's Non-collusion Affidavit
- 5.1.4. Debarment and Suspension Certification
- 5.1.5. Any other information required by the Invitation For Bids
- 5.2. All blanks on the Bid Forms shall be filled in by typeface or printed legibly in ink.
- 5.3. Interlineations, alterations, and erasures must all be individually initialed by the Bidder.
- 5.4. Bidder shall acknowledge receipt of all Addenda on the Bid.
- 5.5. Bidder shall not modify or qualify the Bid Forms in any manner.
- 5.6. The Bid Forms shall be signed by a person or persons legally authorized to bind Bidder to the Contract. The individuals signing each document must warrant that they are authorized to bind the legal entity of the Bidder.

6. DESIGNATION OF SUBCONTRACTORS

- 6.1. The Bidder must comply with the Subletting and Subcontracting Fair Practices Act as set forth in Public Contract Code Section 4100 *et seq.* (hereinafter referred to as the "Subcontracting Act"). Any reference in these Contract Documents to the requirements of the Subcontracting Act are for the Bidder's reference, and do not limit the Bidder's or Contractor's obligations under law.
- 6.2. The Bidder must list, in the Bid:
 - 6.2.1. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work for this Project, or a subcontractor licensed by the State of California who, under subcontract to the Bidder, specially fabricates and installs a portion of the Work or improvements according to detailed drawings contained in the plans and specifications, in an amount in excess of the minimum threshold of the Subcontracting Act. Generally, the minimum threshold is one-half of one percent (0.5%) of Bidder's Bid Amount; however, if the contract is for the construction of streets (including highways or bridges), the minimum threshold is the greater of: (a) one-half of one percent (0.5%) of Bidder's Bid Amount, or (b) ten thousand dollars (\$10,000).
 - 6.2.2. The portion of the Work which will be done by each subcontractor described in Instructions To Bidders subsection 6.2.1.
- 6.3. The Bidder must list only one subcontractor for each portion of the Work as is defined by the Bidder in the Bid.
- 6.4. The Bidder must not list any subcontractor who is ineligible under Labor Code Sections 1777.1 and 1777.2, and Public Contract Code Section 6109.

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- 6.5. The Bidder is subject to the penalties set forth in the Subcontracting Act if the Bidder lists in its Bid another contractor who will in turn sublet portions constituting the majority of Work covered by the prime contract.
- 6.6. If the Bidder fails to specify a subcontractor, or if the Bidder specifies more than one subcontractor for the same portion of the Work, the Bidder agrees that it is fully qualified to perform that portion itself, and that the Bidder must perform that portion itself.
- 6.7. If, after award of the Contract, the successful Bidder ("Contractor") subcontracts, except as provided in the Subcontracting Act, the Contractor is subject to the penalties set forth in the Subcontracting Act. If the Contractor violates any provisions of the Subcontracting Act, the Contractor violates the Contract and the City may either cancel this Contract or assess a penalty to the Contractor in accordance with the terms of the Subcontracting Act.

7. SUBMISSION OF BIDS

- 7.1. All Bid Forms (using the forms supplied by the City, as defined in Instructions to Bidders Section 5), including all documents required to be submitted with the Bid, shall be enclosed in a sealed opaque envelope with the following address and identification on the face. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope.

(Name of Bidder)
Bid Proposal for City Contract No. 2014--052
Project Name
City Of Belmont

- 7.2. Bids may be mailed or delivered by messenger. It is the Bidder's responsibility alone to ensure that the Bid is received at the place (and before the Bid Deadline) specified in the Invitation for Bids. Any Bid received after the exact time of the Bid Deadline will be returned unopened.
- 7.3. Oral, telephonic, facsimile, telegraphic, or electronically transmitted Bids are invalid and will not be accepted.

8. BID OPENING AND REVIEW OF BIDS BY THE CITY

- 8.1. Bids submitted in accordance with the requirements of the Bidding Documents, and received on or before the Bid Deadline in accordance with the requirements of the Invitation for Bids may be considered for award.
- 8.2. The City reserves the right to:
- 8.2.1. reject all Bids;
 - 8.2.2. reject any Bid not accompanied by any item required by the Bidding Documents, or a Bid which is in any other way incomplete or irregular; and,

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8.2.3. waive irregularities in a Bid.

9. CITY'S DETERMINATION OF SUCCESSFUL BIDDER

9.1. The City of Belmont has adopted procedures under the Uniform Public Construction Cost Accounting Act for the award of public project construction. Public project construction in the amount of \$45,000 or less may be awarded by negotiated contract.

9.2. After receiving bids or proposals, the City may, in its discretion, negotiate the contract terms with any or all potential contractors who meet the city's project needs. The City may enter into a contract with any or all potential contractors who meet the city's project needs.

10. AWARD OF CONTRACT

10.1. If the City determines to award the Contract, the City will issue a Notice of Award to the successful Bidder(s). Within seven (7) calendar days after receipt of the Notice of Award, Bidder shall submit to the City all of the following properly signed items:

10.1.1. Two originals of the Agreement signed by Bidder.

10.1.2. Documentation of authority of individual or individuals to sign the Agreement on behalf of Bidder.

10.1.3. The Improvement Security required by Agreement Section 13.

10.1.4. Proof of Insurance required by Agreement Section 14.

10.1.5. Documentation of payment of City of Belmont business tax as provided in Agreement Section 12.

10.1.6. Copy of Contractor's State Contractor's License.

10.1.7. Identification of Contractor's Authorized Representative required by Agreement Section 6.

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BID

BID TO: Belmont Parks and Recreation Department
30 Twin Pines Lane
Belmont, California 94002

BID FROM: _____
Insert Full Legal Name of Bidder (Firm Submitting Bid)

NOTE: All portions of these Bid Forms (including the Bid, Bidder's Non-Collusion Affidavit, and Bidder's Statement of Responsibility) must be properly completed, signed, and submitted with the Bid. Failure to do so may result in the Bid being deemed non-responsive by the City.

1. **SCOPE OF BID.** Bidder hereby offers to furnish for the above referenced Project all labor (including supervision), materials and equipment (whether or not permanent or temporary, and whether or not actually incorporated into the Work), utilities (including water, sanitary facilities, electricity, fuel, light, heat, and telephone), tools, transportation, and services necessary to complete the Work on this Project in accordance with the Contract Documents and to complete all requirements of the Contract Documents for the amounts quoted in this Bid (including the costs of any and all applicable taxes, patent rights, royalties, licenses, and permits), as modified by the Contract Documents. If Bidder is selected for award, Bidder shall, within seven (7) calendar days after receipt of Notice of Award, sign and deliver to the City all documents identified in the Instructions to Bidders (including the Agreement, proof of insurance, and performance bond and payment bond if required by the Contract Documents). Time is of the essence. If awarded the Contract, Bidder agrees to complete the Work within the time specified in the Invitation For Bids.
2. **ADDENDA.** Bidder shall insert, in the blank lines below (or additional pages, if needed), each Addenda received by the Bidder, and incorporated herein by reference into this Bid. Bidder hereby acknowledges receipt of the following Addenda (Addendum No. and Date Issued):

<u>Addendum No.</u>	<u>Date Issued</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. **BID AMOUNT.**

- 3.1. **Estimated Quantities.** Since the amounts identified in the Bid Spreadsheet (Section 4, below) are estimates for the purpose of comparing bids, the City reserves the right to

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increase or decrease the quantities to reflect the actual amount of work to be performed by the Contractor in accordance with the requirements of the Contract Documents.

- 3.2. **Unit Price Bids.** For each bid item identified in the Bid Spreadsheet (Section 4, below), the Bidder shall provide a bid item unit price and a bid item extension (bid item unit price multiplied by bid item estimated quantity equals bid item extension). In case of a math error or ambiguity, bid item unit prices shall prevail over the bid item extensions.
- 3.3. **Total Bid Amount.** The Bidder shall identify the Total Bid Amount, which shall equal the sum of all bid item extensions. In case of a math error or ambiguity, bid item extensions shall prevail over the Total Bid Amount. The Total Bid Amount shall be the total dollar amount bid by the Bidder, for the Bidder's performance of all Work in accordance with the Contract Documents (and payment of all Bidder's costs required therefor, whether or not specifically identified herein). The Total Bid Amount may also be referred to in the Contract Documents as the Contract Amount.
- 3.4. **Alternate Bids.** Since the Bid Spreadsheet (Section 4, below) does not specifically identify alternate bid items, alternate bids proposed by the Bidder shall not be considered by the City.
4. **BID SPREADSHEET.** Bidder hereby offers to provide to the City the Work required by the Contract Documents (as defined in Agreement Section 2), for the amounts quoted in this Bid, as follows:

Item No.	Item Description	Unit of Measure	Estimated Quantity	Item Unit Price	Bid Item Extension
_____	_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	_____	\$ _____	\$ _____

TOTAL BID AMOUNT: \$ _____

5. LIST OF SUBCONTRACTORS.

- 5.1. Bidder will use Subcontractors for the Work:

YES _____ NO _____

- 5.2. If yes, the Bidder hereby certifies that the following is a list of all subcontractors which the Bidder is required by law to name in its bids. Generally, bidders are required to identify

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each subcontractor performing more than one half of one percent of the work. However, more particular requirements are contained in the Subletting and Subcontracting Fair Practices Act, Public Contract Code Sections 4100 *et seq.* (the “Subcontracting Act”), summarized in the Instructions to Bidders.

5.3. Bidders are reminded of the severe penalties imposed by the Subcontracting Act for a failure to list all required subcontractors (Work Activity, Name, and Address) on this sheet. Bids will not be found non-responsive for omission (at time of bid) of additional information regarding estimated dollar amount of subcontracted work or subcontractor license number. However, bidders shall submit all information required by this sheet by no later than 24 hours after written request by the City.

5.4. ALL BIDDERS ARE HEREBY NOTIFIED THAT: the successful bidder will be required to perform not less than ***fifteen*** percent (***15%***) of the Work with the successful bidder’s own organization. A failure of the Bid to establish compliance with this requirement may render the bid non-responsive, or it may result in a determination of bidder non-responsibility based on a failure to demonstrate adequate resources available to perform the Work.

Subcontracted work activity	Subcontractor name including address (City and State)	Est. \$ amt. of subcontracted work	Subcontractor license no.
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____

NOTE: Provide additional sheets if required. (copy of this sheet is acceptable)

6. REPRESENTATIONS OF BIDDER.

- 6.1. By submitting this Bid, Bidder declares under penalty of perjury the following representations are true and correct:
- 6.1.1. Bidder has read and understands all requirements of the Contract Documents, and this Bid is made in accordance with those requirements. The Contract Documents are more particularly defined in the Agreement, and generally include: all Bidding Documents (including the Invitation For Bids, these Instructions to Bidders, Supplemental Instructions to Bidders, Addenda [if any], and Bid Forms), the Agreement, the Specifications (including the General Conditions, Special Provisions, the, and the Technical Specifications), the Exhibits (including bonds), and the Drawings (also defined as "Plans").
 - 6.1.2. Any questions by the Bidder regarding the meaning of any part of the Contract Documents have been submitted, in writing, by the Bidder to the City, in accordance with Section 2 of the Instructions to Bidders.
 - 6.1.3. Bidder has visited and examined the Project site of the proposed work, and Bidder is familiar with all the conditions related to the proposed work, including the availability of labor, materials (including transportation, handling, delivery, and storage), equipment, and utilities (including water and electricity), and is familiar with local conditions (including weather, road access and truck routes, and surface and subsurface conditions) as related to requirements of the Contract Documents.
 - 6.1.4. The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception.
 - 6.1.5. The Contract Time, as specified in the Invitation For Bids, is reasonable for performing the Work and that Contractor is able to perform the Work within the Contract Time.
 - 6.1.6. Bidder has the expertise and financial capacity to perform and complete all obligations required by the Contract Documents.
 - 6.1.7. Bidder is aware of and, if awarded the Contract, will comply with applicable legal requirements, including all City Regulations (including payment of City business license tax) in its performance of the Work.
 - 6.1.8. The Bidder shall comply with the requirements of the Labor Code, including Sections 1770 *et seq.*, and the Bidder shall comply with the General Prevailing Wage Determination Made by the Director of Industrial Relations that is in effect on the date of the Invitation for Bids. The prevailing wage rate schedule is on file with the Engineer and will be made available for review upon request.
 - 6.1.9. Bidder certifies that, for the excavation of any trench of a depth of five feet or more, its bid includes the cost for adequate sheeting, shoring, and bracing or equivalent method (including costs of design), for the protection of life or limb, which shall conform to applicable safety orders, in accordance with Labor Code Sections 6705 and 6707.

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6.2. In accordance with Business and Professions Code Section 7028.15, Bidder certifies, under penalty of perjury, that the information contained in the following subsections, below, is true and correct. Any bidder who is not licensed in accordance with the Business and Professions Code, and in accordance with the Invitation For Bids, shall be considered non-responsive and shall be rejected by the City.

6.2.1. State Contractor's License No. and Class _____.

6.2.2. Original date license issued, and License expiration date _____.

6.3. As required by Government Code Section 4552, in submitting a Bid to the City, Bidder offers and agrees that, if the Bid is accepted, it will assign to the City all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C., Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Bidder for the sale to City pursuant to the Bid. Such assignment shall be made and become effective at the time City tenders final payment to Bidder.

6.4. Bidder acknowledges that, unless the bidder submits a request for substitution of "equal" materials in accordance with the requirements of the Agreement, and unless the City approves the substitution in accordance with the requirements of the Contract Documents, the Contractor shall furnish and install the specified material for the Bid Amount.

IN WITNESS WHEREOF, the individuals signing this Bid represent and warrant that they have the right, power, legal capacity, and authority to sign this Bid on behalf of the Bidder, and have caused this Bid to be executed by setting hereto their names, titles, and signatures at _____ County, in the State of _____.

BIDDER:

(Signature)

(Date)

(Name and Title of Signatories)

(Legal Name of Bidder, including type of organization, e.g., corp. or partnership)

(Bidder's Street and Mailing Address)

(City, State, Zip Code)

(Telephone Number)

(Email Address)

BIDDER'S NON-COLLUSION DECLARATION

NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

BIDDER:

(Signature)

(Date)

(Printed or Typed Name and Title of Signatories)

(Legal Name of Bidder)

BIDDER'S STATEMENT OF RESPONSIBILITY

(Must be executed by Bidder
and submitted with Bid)

1. **SCOPE OF THIS STATEMENT OF RESPONSIBILITY.** In order to allow the City to make a determination of the Bidder's responsibility, the Bidder shall provide the information required herein as a part of its Bid.
 - 1.1. **City's Right to Use the Bidder's Statement of Responsibility.** The City shall use the information required by this Statement of Responsibility for the sole purpose of determining the Bidder's "responsibility." While the City conducts its deliberative process to determine whether a bidder is "responsible," the City will not disclose "confidential" information (as identified by the Bidder pursuant to paragraph 1(b), below) unless otherwise compelled by a court order. However, if there is a challenge regarding the City's determination of whether a Bidder is "responsible," the City shall have the right to use any and all information contained herein in support of the City's determination, and the Bidder waives any claim against the City for the City's use of information for this intended purpose.
 - 1.2. **Bidder's Obligation to Identify Confidential Information.** If a Bidder believes that any portion of this Statement of Responsibility is "confidential" and not legally subject to public disclosure in accordance with the requirements of the California Public Records Act (Government Code Sections 6250, *et seq*), the Bidder shall: (1) clearly mark the relevant portions of the Statement of Responsibility as "Confidential"; and (2) upon request from the City, identify the legal basis for exception from disclosure under the Public Records Act; and (3) the Bidder shall defend, indemnify, and hold harmless the City regarding any claim by any third party for the public disclosure of the "Confidential" portion of the Statement of Responsibility; and (4) if the Bidder fails to identify information as "Confidential," or if the Bidder fails to defend and indemnify the City regarding any claim by any third party for the public disclosure of a "Confidential" portion of the Statement of Responsibility, the Bidder shall hold the City harmless and waive any claim against the City for any damages allegedly related to any public disclosure of any portion of the Statement of Responsibility.
 - 1.3. **Additional Pages.** If additional pages are required to respond to any of the questions set forth in this Statement of Responsibility, the Bidder shall describe and list the additional pages in Section 9, below.
2. **EXPERIENCE**
 - 2.1. How many years has the Bidder been performing work as a contractor under the present business name?
 - 2.2. If any of the experience listed in this document refers to work performed under a different name, list the different business names and describe the relationship to the present business name on a separate page (list the additional pages in Section 9 below).
3. **CURRENT WORK IN PROGRESS**
 - 3.1. For how many construction projects is the Bidder under contract to perform (which are currently under construction)? _____
 - 3.2. What is the total dollar amount of the construction contracts listed in Subsection 3(1)? _____
 - 3.3. What is the total bonding capacity of the Bidder? _____
 - 3.4. How many construction contracts listed in 3.1 are:
 - 3.4.1. in an amount of 50% or less of the Total Bid Amount? _____
 - 3.4.2. in an amount between 50% and 100% of the Total Bid Amount? _____
 - 3.4.3. in an amount between 100% and 150% of the Total Bid Amount? _____

City of Belmont Contract Documents

Project: Footbridge Over Spillway at Notre Dame Dam #619

City Contract Number 2014-052

3.4.4. in an amount over 150% of the Total Bid Amount? _____

- 3.5. List the name of the project (with Contract Amount and Anticipated Completion Date), the name of the City/Client entity, and a City/Client contact person (with name and telephone number), for three current active projects referred to in Section 3.4:

3.5.1. Project Name _____

Contract Amount _____
Anticipated Completion Date _____

City/Client Entity _____
City/Client Contact _____
(Name and Phone) _____

3.5.2. Project Name _____

Contract Amount _____
Anticipated Completion Date _____

City/Client Entity _____
City/Client Contact _____
(Name and Phone) _____

3.5.3. Project Name _____

Contract Amount _____
Anticipated Completion Date _____

City/Client Entity _____
City/Client Contact _____
(Name and Phone) _____

4. COMPLETED WORK

Provide the requested information set forth below for the: (1) three most recent projects completed of a similar character to this Project (performed as a general contractor); and (2) three most recent public works projects completed (performed as a general contractor).

- 4.1. Three most recent projects completed of a similar character to this Project:

4.1.1. Project Name: _____

Project Description: _____

Contract Amount _____

Date Completed: _____

Owner: _____

Contact Person: _____

City of Belmont Contract Documents

Project: Footbridge Over Spillway at Notre Dame Dam #619

City Contract Number 2014-052

Contact Person's Phone Number: _____

4.1.2. Project Name _____

Project Description _____

Contract Amount: _____

Date Completed: _____

Owner: _____

Contact Person: _____

Contact Person's Phone Number: _____

4.1.3. Project Name: _____

Project Description: _____

Contract Amount: _____

Date Completed: _____

Owner: _____

Contact Person: _____

Contact Person's Phone Number: _____

4.2. Three most recent public works project (City, State, County) completed:

4.2.1. Project Name: _____

Project Description: _____

Contract Amount: _____

Date Completed: _____

Public Agency: _____

Agency Contact Person: _____

Contact Person's Phone Number: _____

4.2.2. Project Name: _____

Project Description: _____

City of Belmont Contract Documents

Project: Footbridge Over Spillway at Notre Dame Dam #619

City Contract Number 2014-052

Contract Amount: _____

Date Completed: _____

Public Agency: _____

Agency Contact Person: _____

Contact Person's Phone Number: _____

4.2.3. Project Name: _____

Project Description: _____

Contract Amount: _____

Date Completed: _____

Public Agency: _____

Agency Contact Person: _____

Contact Person's Phone Number: _____

5. CLAIMS HISTORY

5.1. Has any claim been made against your company in the past five years, which has resulted in arbitration or litigation?_____

5.2. Has your company made any claim against any City or client in the past five years, which has resulted in arbitration or litigation?_____

5.3. If you answered "yes" to subsections 5.1 or 5.2 above, describe the claim(s) using the format below: (use additional sheets if necessary).

5.3.1. Project Name _____

Claim Amount _____

Other Party Entity Name _____

Other Party Contact _____

(Name and Phone) _____

6. Describe the claim(s) on a separate sheet (see Section 9, below).

7. CONTRACT TERMINATION

7.1. Has your company ever been terminated by a City or client, or rejected from bidding on a public works project in the last five (5) years? _____. If yes, identify each and provide an explanation below:

City of Belmont Contract Documents

Project: Footbridge Over Spillway at Notre Dame Dam #619

City Contract Number 2014-052

7.2. Project Name _____

City/Client Entity Name _____

City/Client Contact
(Name and Phone) _____

Date of Termination/Rejection _____

Explanation _____

8. If more than one (1), describe on additional sheet (see Section 9, below).

9. COMPLETION BY SURETY

9.1. Has your company ever failed to satisfactorily complete a construction contract, or has a surety ever completed any portion of a construction contract of your company within the last five (5) years? _____ . If yes, provide an explanation below:

9.2. Project Name _____

Surety Contact
(Name and Phone) _____

Date Surety Took Over _____

Explanation _____

10. If more than one (1), describe on additional sheet (see Section 9, below).

11. ADDITIONAL DOCUMENTS

In order to allow the City to make a determination of the Bidder's responsibility, the Bidder may be required to submit additional documents.

12. ADDITIONAL PAGES

The Bidder declares that the pages listed in this Subsection were added and included with these Bid Documents in order to accurately respond to the Bidding Requirements. The following descriptions include the general nature of the additional information. If no additional pages are submitted, write "None" on the blank line.

13. PENALTY OF PERJURY

City of Belmont Contract Documents
Project: Footbridge Over Spillway at Notre Dame Dam #619
City Contract Number 2014-052

Bidder hereby declares and certifies under penalty of perjury under the laws of the State of California that the information contained herein is true, correct, and complete.

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity and authority to sign this document on behalf of the Bidder, and have caused this document to be executed by setting hereto their names, titles and signatures.

BIDDER: _____
(Signature) (Date)

(Printed or Typed Name and Title of Signatories)

(Legal Name of Bidder)

NEW FOOTBRIDGE OVER SPILLWAY @ NOTRE DAME DAM #619 CITY OF BELMONT , CA

PROJECT DATA :

PROJECT ADDRESS : NOTRE DAME DAM #619 , BELMONT

APPLICABLE CODES : 2010 CALIFORNIA BUILDING CODE
2010 CALIFORNIA FIRE CODE
ALL APPLICABLE CITY OF BELMONT ORDINANCES

OWNER : CITY OF BELMONT
30 TWIN PINES LANE
BELMONT , CA 94002
(650) 595-7442
CONTACT : DANIEL OURTIAGUE

ENGINEER : VELLENO ENGINEERING
1690 WOODSIDE ROAD , STE. 219
REDWOOD CITY , CA 94061
(650) 556-1137



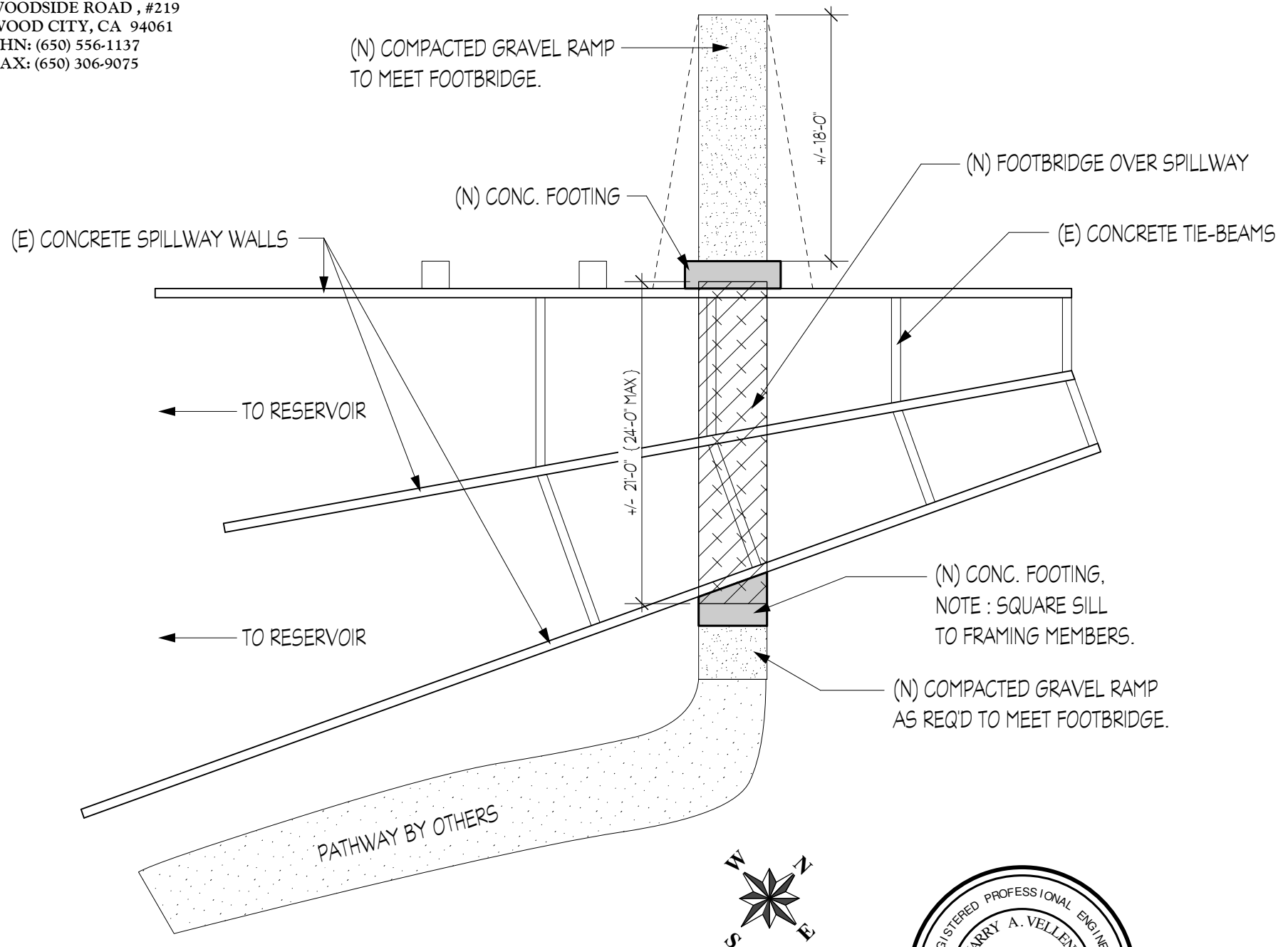
VELLENO ENGINEERING

1690 WOODSIDE ROAD, #219

REDWOOD CITY, CA 94061

PHN: (650) 556-1137

FAX: (650) 306-9075



FOOTBRIDGE SITE PLAN FOR NOTRE DAME DAM #619

SCALE : 1/8" = 1'-0"



VELLENO ENGINEERING

1690 WOODSIDE ROAD, #219

REDWOOD CITY, CA 94061

PHN: (650) 556-1137

FAX: (650) 306-9075

NOTE: VERIFY MAXIMUM POST
SPACING WITH CABLE RAILING
MANUFACTURER'S SPECIFICATIONS.

STAINLESS STEEL PLATE
OR WASHERS WITH
STAINLESS STEEL NUTS
(TAMPER-PROOF REC'D).

COMPACTED
GRAVEL RAMP

ORIGINAL GRADE

CONCRETE FOOTING
@ EA. END, SEE A-4.

3x6 RDWD MUD-SILL
@ EA. END, SEE A-3.

6x6 (MIN) RDWD MUD-SILL.
INCREASE SIZE OR SHIM AS
REQ'D TO MAINTAIN LEVEL
WALKING SURFACE. SEE A-3.

(3) 4x8 RDWD GIRDER BEAMS

(E) CONCRETE TIE-BEAMS

(E) CONCRETE SPILLWAY WALLS

+/- 21'-0"

APPROX. 2% SLOPE

3'-6" O.C. MAX.

1/4" DIAMETER STAINLESS STEEL CABLES
SPACED @ 3" O.C. SUCH THAT A 4" DIA. ORB
CANNOT PASS THROUGH @ ANY POINT.

2x6 RDWD CAP PLATE
& 2x6 RAIL BOARD.

4x4 RDWD POSTS

3x8 RDWD DECKING

STAINLESS STEEL
TURNBUCKLE @ EA. CABLE
(TAMPER-PROOF REC'D).

STAINLESS STEEL PLATE OR
WASHERS WITH STAINLESS STEEL
NUTS (TAMPER-PROOF REC'D).

ORIGINAL GRADE

COMPACTED GRAVEL RAMP

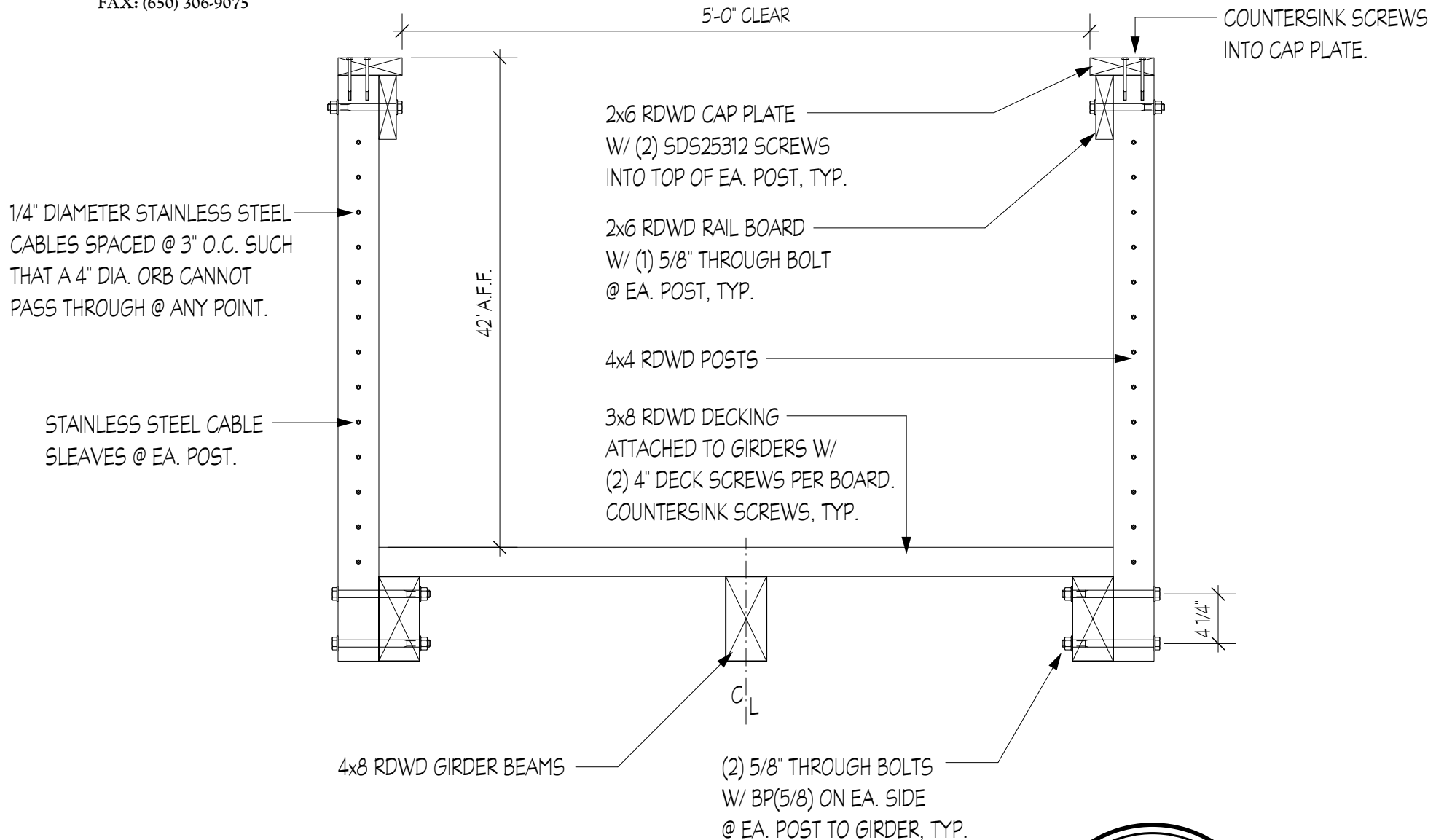
CONCRETE FOOTING
@ EA. END, SEE A-4.

3x6 RDWD MUD-SILL
@ EA. END, SEE A-3.

FOOTBRIDGE ELEVATION LOOKING WEST TOWARD RESERVOIR

SCALE : 1/4" = 1'-0"





FOOTBRIDGE SECTION TYPICAL @ MID-SPAN

SCALE : 1" = 1'-0"



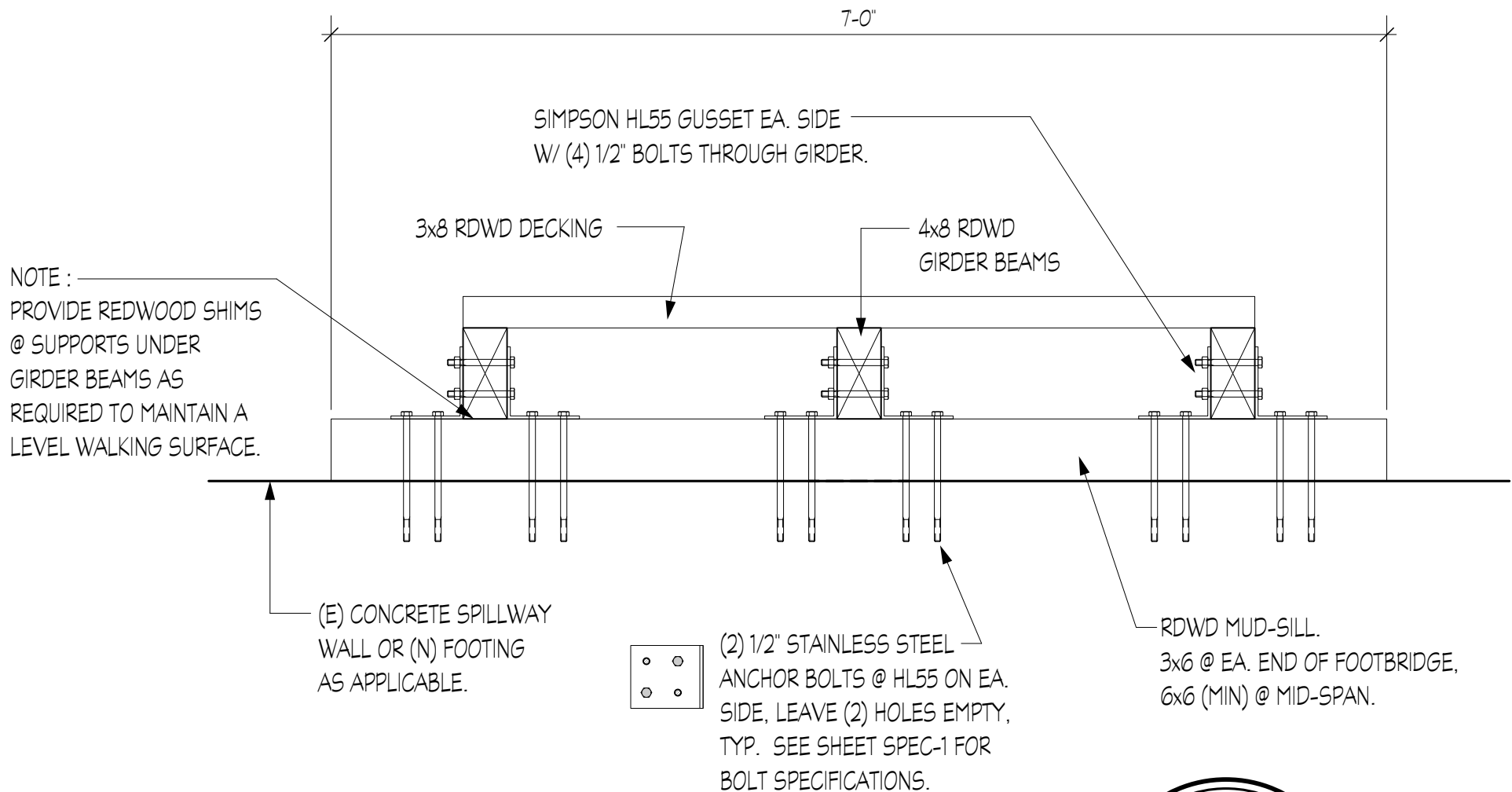
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REDWOOD CITY, CA 94061

PHN: (650) 556-1137

FAX: (650) 306-9075



FOOTBRIDGE SECTION TYPICAL @ SUPPORT

SCALE : 1" = 1'-0"



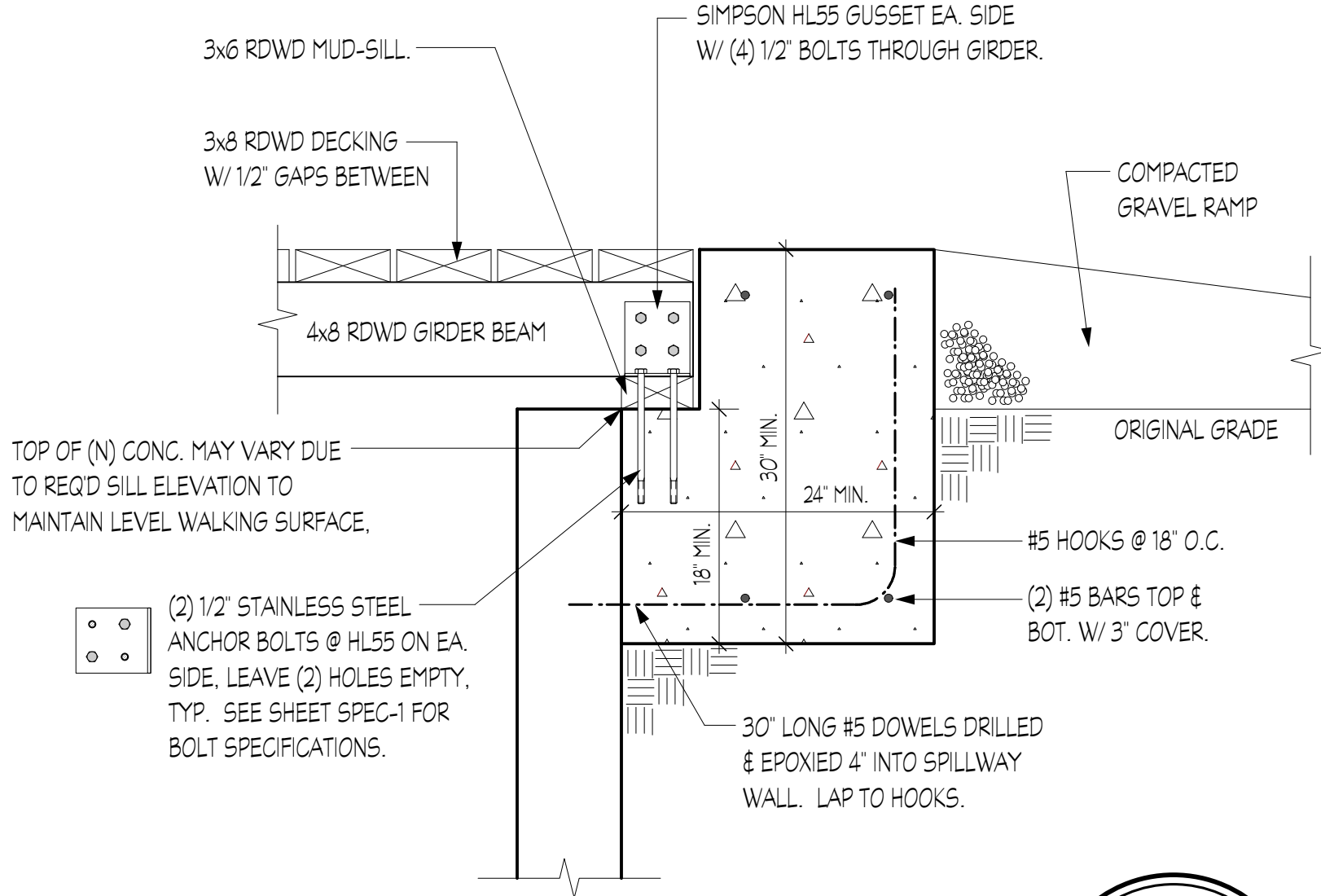
VELLENO ENGINEERING

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REDWOOD CITY, CA 94061

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FAX: (650) 306-9075



FOOTBRIDGE SECTION FOOTING DETAIL

SCALE : 1" = 1'-0"



MATERIAL SPECIFICATIONS:

WOOD FRAMING :	TYP. FRAMING MEMBERS TO BE REDWOOD, GRADE #2 OR BTR. ; OPEN OR CLOSED GRAIN GIRDER BEAMS TO BE REDWOOD GRADE #1 ; CLOSED GRAIN
CONCRETE :	REGULAR WEIGHT HARD ROCK. TYPE II CEMENT PER ASTM C150. MIN. 28 DAY COMP. STRENGTH = 2500 psi. 4" SLUMP. DO NOT USE PEA-GRAVEL.
STEEL REINFORCING :	ASTM A-615 GRADE 40 (MINIMUM) FOR ALL BARS.
BOLTS :	THROUGH BOLTS & THREADED RODS TO BE STAINLESS STEEL ASTM 316, TYP.
ANCHOR BOLTS :	@ (N) CONC. : STAINLESS STEEL J-BOLTS : 1/2"x12" W/ 7" EMBED OR APPROVED EQUAL. @ (E) CONC. : 1/2" SIMPSON TITAN-HD (THD50..) EMBEDDED 4" MIN. OR EPOXIED THREADED ROD EMBEDDED 4" MIN. OR APPROVED EQUAL.
EPOXY :	SILMPSON 'SET-XP' EPOXY (ICC-ES ESR-2508)
CONNECTORS :	ALL NAILS TO BE HOT-DIPPED ZINC COATED GALVANIZED. ALL SCREWS TO BE STAINLESS STEEL OR COATED FOR EXTERIOR USE. SDS SCREWS TO BE STAINLESS STEEL OR HDG.
CABLE RAILING :	CABLES & CONNECTING HARDWARE TO BE STAINLESS STEEL. 1/4" CABLES & TAMPER-PROOF OR WELDED CONNECTORS RECCOMENDED. ALTERNATE DESIGNS TO BE SUBMITTED TO AND APPROVED BY ENGINEER AND PARKS & RECREATION DEPARTMENT PRIOR TO FABRICATION & INSTALLATION.

STRUCTURAL NOTES:

1. CONTRACTOR SHALL FOLLOW ALL REQUIREMENTS SET FORTH IN THE C.B.C. FOR GENERAL CONSTRUCTION REQUIREMENTS FOR WOOD CONSTRUCTION.
2. USE STRONG-TIE METAL CONNECTORS BY SIMPSON CO., OR APPROVED CONNECTOR.
3. ALL WOOD BOLT CONNECTIONS SHALL HAVE A STAINLESS STEEL WASHER UNLESS STEEL PLATE IS SPECIFIED. BOLT HOLES SHALL BE NOMINAL DIA. OF BOLT PLUS 1/16".
4. FRAMING LUMBER SHALL CONFORM TO GRADING RULES OF THE W.W.P.A. MAX. MOISTURE CONTENT SHALL NOT EXCEED 19% @ TIME OF INSTALLATION.
5. NO STRUCTURAL MEMBER SHALL BE CUT OR NOTCHED UNLESS SPECIFICALLY SHOWN, NOTED, OR APPROVED BY THE ENGINEER. ALL WORK SHALL COMPLY WITH THE 2010 C.B.C.

GENERAL NOTES:

1. THE CONTRACTOR SHALL VERIFY & CHECK THE ACCURACY OF ALL DIMENSIONS AND SITE CONDITIONS PRIOR TO STARTING CONSTRUCTION AND REPORT ANY DISCREPANCIES OR QUESTIONS TO THE OWNER AND ARCHITECT PRIOR TO START OF WORK. COSTS INCURRED AS A RESULT OF DISCREPANCIES REPORTED AFTER THE START OF WORK SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
2. ALL ASTM DESIGNATIONS SHALL BE AMENDED TO DATE (U.N.O.).

CONTRACTOR SHALL PROVIDE AND MAINTAIN PEDESTRIAN PROTECTION
3. PER C.B.C.3306.
4. CONTRACTOR SHALL LOCATE ALL UTILITY SERVICES, CONTACT LOCAL UTILITY COMPANIES, AND COORDINATE WORK PRIOR TO EXCAVATING. ELEVATIONS AND LOCATIONS OF ALL EXISTING UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO START OF ANY CONSTRUCTION AFFECTING THOSE LINES. CONTACT U.S.A. @ (800) 642- 2444 AT LEAST THREE WORKING DAYS PRIOR TO EXCAVATION.
5. CONTRACTOR SHALL PROVIDE BRACING AND TEMPORARY SUPPORTS AS REQUIRED TO HOLD WORK SECURELY IN PLACE AND TO SUSTAIN ALL LOADS DURING CONSTRUCTION.
6. CONTRACTOR SHALL PROTECT ALL EXISTING STRUCTURES, LANDSCAPING, TREES AND MATERIALS TO REMAIN DURING CONSTRUCTION, AND SHALL RESTORE ALL DAMAGED, REMOVED OR OTHERWISE DISTURBED WALLS, FENCES, SERVICES, UTILITIES, IMPROVEMENTS OR FEATURES OF WHATEVER NATURE DUE TO CONTRACTOR'S WORK.
7. ALL MATERIALS AND PRODUCTS ARE TO BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS. THE MANUFACTURER'S INSTALLATION INSTRUCTIONS SHALL TAKE PRECEDENCE OVER WRITTEN OR GRAPHIC INSTRUCTIONS ON PLANS. NOTIFY ARCHITECT OF ANY DISCREPANCIES OR POSSIBLE INSTALLATION PROBLEMS PRIOR TO BEGINNING WORK AND/OR ORDERING MATERIALS OR PRODUCTS. COSTS INCURRED AS A RESULT OF DISCREPANCIES OR POSSIBLE INSTALLATION PROBLEMS REPORTED AFTER THE START OF WORK SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. TYP.
8. THERE WILL BE NO WEEKEND OR HOLIDAY WORK UNLESS SPECIFICALLY AUTHORIZED BY THE CITY.
9. ACCESS GATES AT EITHER END OF WATER DOG LAKE ROAD MUST BE CLOSED & SECURED AFTER ENTERING AND/OR EXITING THE CITY.

PUBLIC WORKS DEPT. NOTES:

1. CONTRACTOR SHALL OBTAIN TEMPORARY ENCROACHMENT PERMITS FROM CITY OF BELMONT FOR ANY WORK DONE IN THE CITY RIGHT OF WAY. ANY PUBLIC IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE W/ CITY STANDARD SPECIFICATIONS AND STANDARD DETAIL DRAWINGS.
2. THE CONTRACTOR SHALL ENSURE THAT APPLICABLE BEST MANAGEMENT PRACTICES (BMP's) FROM THE SAN MATEO STORMWATER POLLUTION PREVENTION PROGRAM (STOPPP) ARE FOLLOWED TO PREVENT DISCHARGE OF SOIL OR ANY CONSTRUCTION MATERIAL INTO THE GUTTER, STORMDRAIN SYSTEM OR CREEK. THE START OF WORK SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. TYP.
3. THE CONTRACTOR SHALL ENSURE THAT ALL CONSTRUCTION PERSONNEL FOLLOW STANDARD BMP's FOR STORMWATER QUALITY PROTECTION DURING CONSTRUCTION. THESE INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:
 - A.) STORE, HANDLE AND DISPOSE OF CONSTRUCTION MATERIALS AND WASTES PROPERLY, SO AS TO PREVENT THEIR CONTACT WITH STORMWATER.
 - B.) CONTROL AND PREVENT THE DISCHARGE OF ALL POTENTIAL POLLUTANTS, INCLUDING SOLID WASTES, PAINTS, CONCRETE, PETROLEUM PRODUCTS, CHEMICALS, WASHWATER OR SEDIMENT, AND NON-STORMWATER DISCHARGES TO STORM DRAINS AND WATERCOURSES.
 - C.) USE SEDIMENT CONTROLS, FILTRATION, OR SETTLING TO REMOVE SEDIMENT FROM DEWATERING EFFLUENT.
 - D.) DO NOT CLEAN, FUEL OR MAINTAIN VEHICLES ON-SITE, EXCEPT IN A DESIGNATED AREA IN WHICH RUNOFF IS CONTAINED AND TREATED.
 - E.) DELINEATE CLEARING LIMITS, EASEMENTS, SETBACKS, SENSITIVE AND CRITICAL AREAS, BUFFER ZONES, TREES, AND DRAINAGE COURSES WITH FIELD MARKERS OR FENCING.
 - F.) PROTECT ADJACENT PROPERTIES AND UNDISTURBED AREAS FROM CONSTRUCTION IMPACTS USING VEGETATIVE BUFFER STRIPS, SEDIMENT BARRIERS OR FILTERS, DIKES, MULCHING OR OTHER MEASURES AS APPROPRIATE.
 - G.) LIMIT AND TIME APPLICATIONS OF PESTICIDES AND FERTILIZERS TO PREVENT POLLUTED RUNOFF.
 - H.) LIMIT CONSTRUCTION ACCESS ROUTES AND STABILIZE DESIGNATED ACCESS POINTS.
 - I.) DO NOT TRACK DIRT OR OTHER MATERIALS OFF-SITE; CLEAN OFF-SITE PAVED AREAS AND SIDEWALKS USING DRY SWEEPING METHODS.
4. STREET, SIDEWALKS AND CURBS DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED BY THE CONTRACTOR. PHOTOGRAPHS OR VIDEO OF "BEFORE" CONDITION ARE RECOMMENDED.

MOBILIZATION AND TRAFFIC CONTROL

Mobilization includes all work necessary to move equipment onto the site, storage of equipment and materials and removal after the work is complete.

The Contractor shall provide traffic control in accordance with the Green Book Section 7-10 Public Convenience and Safety and the California State Standard specifications Sections 7-1.08 Public Convenience, 7-1.09 Public Safety and Construction Area Traffic Control Devices. Please refer to Public Convenience and Safety set forth herein.

PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

The Contractor shall be responsible for the protection of public and private property adjacent to the Work and shall exercise due caution to avoid damage to such property.

The Contractor will be responsible for the replacement of improvements on public and private property and within the street right-of-way including, but not limited to, landscape plants, irrigation lines, benches and sidewalks, and all other materials or items damaged due to contractor's work.

The Contractor will be responsible for repairing any damage to the pavement caused by the construction.

COOPERATION AND COLLATERAL WORK

The City reserves the right to perform other and additional work, by contract or otherwise, at or near the site (including materials sites) at any time by the use of other forces. Should work be underway or subsequently undertaken within or adjacent to this project, the Contractor shall cooperate with all other Contractors or other forces and conduct this work so that the operations of both suffer the least interference and delay. If there should be any disagreement between the Contractors or the Contractor and the City as to the manner and order of performing work, such disagreement will be resolved by the Engineer, and his/her determination shall be final.

If the contract gives notice of other work that may affect the work of this contract, the coordination of the work shall be taken into account by the Contractor, and any resulting costs shall be considered as included in the contract items.

PROJECT APPEARANCE

The Contractor shall maintain a neat appearance to the job site. There shall be no stockpiling of material or parking of equipment at the job site during "non working" hours. Spoils shall be loaded on trucks at the site and off-hauled to a proper site. Broken concrete and debris generated during construction shall be disposed of concurrent with its removal.

All spillage or mud tracking on City streets, private driveways, etc., shall be removed or cleared immediately. No mud tracking is allowed. Streets shall be swept a minimum of once a day with a Mobile sweeper or equal or as directed by Engineer. Washing of soil and/or debris into the storm drain system in lieu of sweeping is not allowed.

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

PROSECUTION OF WORK

Working hours for this project shall be from 8:00 a.m. to 5:00 p.m. Monday through Friday except for designated legal holidays. To abide by the City's Noise Ordinance, the contractor shall not deviate from these restrictions without advance approval from the City Council. Emergency conditions necessitating overtime work after 5 p.m. shall be brought to the attention of the Construction Inspector as soon as identified. Approval to proceed must be obtained from the Director of Parks & Recreation.

The designated legal holidays are:

New Year's Day (January 1),
Martin Luther King's Birthday (third Monday in January),
Presidents' Day (third Monday in February),
Memorial Day (last Monday in May),
Independence Day (July 4),
Labor Day (first Monday in September),
Columbus Day (second Monday in October),
Veterans Day (November 11),
Thanksgiving Break (fourth Thursday and following Friday in November), and
Christmas Day (December 25).

When a designated legal holiday falls on a Saturday the preceding Friday shall be the designated legal holiday. When a designated legal holiday falls on a Sunday the following Monday shall be the designated legal holiday.

PUBLIC CONVENIENCE AND SAFETY

Access

Safety throughout the site is the Contractor's responsibility. The Contractor shall provide a safe working environment for employees and the public, meeting all standards of the State of California. Personal vehicles of the Contractor's employees shall not be parked on any landscaped area. Contractor shall post signs at least forty-eight (48) hours in advance of work and shall arrange with the Police Department for removal as required. "No Parking" signs shall indicate the date, time (civilian hours), hours, and day of the week of the parking prohibition. The Contractor shall notify the Police Department to verify the posting in advance requirement. Delays to the Contractor caused by the presence of parked vehicles will not be grounds for additional compensation or extension of time.

Construction Area Signs

The Contractor shall furnish, install, maintain and remove construction signs when no longer required in accordance with the provisions in Section 12, "Construction Area Traffic Control Devices," of the State Standard Specifications and these Special Provisions. The base material of construction area signs shall not be plywood. The cost for construction area signs as provided herein shall be included in the contract price for the item traffic control, and no additional compensation will be allowed therefore.

Safety

The Contractor shall provide a safe working environment for employees and the public, meeting all standards of the State of California. Safety throughout the site is the Contractor's responsibility. Attention is directed to Section 7-1.08, "Public Convenience," Section 7-1.09, "Public Safety" and Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications. Nothing in these Special Provisions shall be construed as relieving the Contractor from his responsibility as provided in said Section 7-1.09.

All differences greater than one (1) inch in grade in pedestrian areas shall be considered a "trip hazard" and shall be ramped with cutback or other acceptable means until such time as final restoration takes place.

All excavations shall be covered during "non-working hours". All excavations in vehicular areas shall be covered with 3/4" thick steel plates (minimum). Excavations in pedestrian areas shall be covered with plywood and barricades. All steel plates and plywood shall have a non-skid surface.

Notifications

Contractor shall notify Belmont Emergency Services Police Dispatch: (595-7400) and City's field representative (595-7425) on a daily basis (as needed) at the beginning of his shift to inform them of **ANY** lane closure and at the end of his shift to inform them of the street opening to through traffic. Contractor shall provide access for emergency vehicles at all times during his operations. The Contractor shall notify Belmont Police of his intent to begin work at least five (5) days before work is begun. The Contractor shall cooperate with local authorities relative to handling traffic through the area.

Traffic Control Plan

The Contractor shall submit a traffic control plans for approval no longer than seven (7) days after award of the Contract. Said plans shall clearly show how the Contractor proposes to handle both vehicular, bicycle, and pedestrian traffic during construction and shall comply with the following requirements. The plan shall include the following details:

- A. Work area and operations for which the traffic control is proposed.
- B. Hours of the day and proposed dates that the plan will be in effect.
- C. Salient dimensions and features of the existing roadways.
- D. Location, width, direction and turning movements of traffic for proposed traffic revisions.
- E. Type, location, reference distances, spacing, etc. for such items as signs, cones, barricades, arrow boards and flagmen.
- F. Plans shall conform with the Caltrans Traffic Manual, latest edition.
- G. Plans shall conform with all the applicable traffic control requirements specified in this Section 7-10.
- H. Any alterations before or after initial implementation shall be approved by the Engineer in advance.

Traffic Control

Contractor shall implement and comply with approved Traffic Control Plan.

Construction area signs shall be furnished, installed, maintained and removed when no longer required in accordance with the provisions in Section 12, "Construction Area Traffic Control Devices," of the State Standard Specifications. The base material of construction area signs shall not be plywood. The cost for construction area signs as provided herein shall be included in the contract price for the item traffic control, and no additional compensation will be allowed therefore.

The fourth paragraph in section 12-3.04, "Portable Delineators," of the State Standard Specifications is amended to read:

A minimum of two reflective bands, each not less than three (3) inches wide, shall be mounted at least 1-1/2 inches apart and at a height on the post so that one reflective band will be between 2.5 and 3 feet above roadway & walking surfaces.

All barricades on the project site shall be equipped with lights in working condition.

CONSTRUCTION AGREEMENT

This Construction Agreement (hereinafter "Agreement") is made and entered into by and between the CITY OF BELMONT, a municipal corporation (hereinafter "City"), and *****INSERT LEGAL NAME OF CONTRACTOR***** name of business and description of legal entity, i.e., LLC, Partnership, Corporation, etc.] (hereinafter "Contractor").

RECITALS

- A. In accordance with the applicable provisions of State law, including the California Public Contract Code, and local law, including the Belmont City Code, the City solicited bids for this Project.
- B. In response to the invitation for bids, the Contractor submitted the Bid Forms (with a Bid Amount of \$_____), which are incorporated herein by reference, which were found by the City to be responsive to the invitation for bids.
- C. After reviewing all bids submitted in response to the invitation for bids, the City found the Contractor to be the Lowest Responsible Bidder, and the Awarding Body awarded this Agreement to the Contractor on _____ *****INSERT DATE OF AWARD*****.
- D. The Project is more specifically described in the Contract Documents, but generally includes the following items of work: The project is to construct a trail bridge over the spillway at Waterdog Lake in Belmont, California in accordance with the plans and specifications provided. The span of the bridge is approximately 25 feet long with a concrete foundation, wood construction, and stainless steel cables as part of the rail system. Work will include site preparation, bridge construction, and work on the bridge landings. The work will take place between September 2, 2014 to November 15, 2014 with no exceptions outside of that time period.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1. **SCOPE OF WORK.** The Contractor shall perform, or cause to be performed, the Work described in the Contract Documents (hereinafter "Work"), to the satisfaction of the City Engineer, and subject to the final acceptance by the City.
- 2. **CONTRACT DOCUMENTS.**
 - 2.1. **List of Contract Documents.** The Contract Documents consist of this executed Agreement; all Bidding Documents (including the Invitation for Bids, Instructions to Bidders, Supplemental Instructions to Bidders, Bid Forms, and Addenda (if any) as identified below); the Specifications (including General Conditions, Special Provisions, and all documents incorporated by reference therein, including City Standard Specifications), and the Technical Specifications; the Drawings (also referred to as "Plans"); and the Exhibits (including bonds).
 - 2.2. **Precedence of Contract Documents.** In the event of a conflict between component parts of the Contract Documents, the document highest in precedence shall control. The precedence shall be as follows:
 - 2.2.1. Agreement, as amended by contract change orders.

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- 2.2.2. All Bidding Documents, as amended by Addenda.
- 2.2.3. Technical Specifications
- 2.2.4. Special Provisions.
- 2.2.5. General Conditions
- 2.2.6. City Standard Specifications.
- 2.2.7. Drawings (also referred to as Plans), as defined on Plans and Specifications entitled New Footbridge over Spillway at Notre Dame Dam #619
- 2.2.8. Standard Plans and Standard Details.
- 2.2.9. Exhibits.

2.3. **Addenda**. The following Addenda are hereby incorporated into the Contract Documents:

No.	Date of Issue:
_____	_____
_____	_____
_____	_____

3. CONTRACT TIME.

- 3.1. After Contractor has provided to City all documents identified in the Instructions to Bidders and the Notice of Award (in a form satisfactory to the City, and in accordance with the requirements of the Contract Documents), City shall schedule the pre-construction conference, and Contractor is encouraged to attend and participate in the pre-construction conference.
- 3.2. After the pre-construction conference, the City shall issue a Notice to Proceed to Contractor. The Notice to Proceed will identify the date on which the "Contract Time" commences, and this date may be referred to as the "Contract Commencement Date." Contractor is authorized to commence Work on the Contract Commencement Date, and Contractor must commence the Work no later than seven days after the Contract Commencement Date. The Work must be diligently prosecuted and all of the Work must be substantially completed within the Contract Time specified in the Invitation For Bids. Time is of the essence in the performance of all obligations under these Contract Documents, and all timing requirements must be strictly adhered to unless otherwise modified by the City in accordance with the Contract Documents. The Contractor must submit all requests for extensions of time to the City, in writing, no later than ten (10) working days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.
- 3.3. Within the time set forth in the Special Provisions (or, if no time is specified in the Special Provisions, with seven (7) calendar days after written request from the City), Contractor shall submit to the City all required documents, including the following:
 - 3.3.1. Contractor's safety program, and identification of Contractor's safety officer.
 - 3.3.2. Contractor's cost distribution schedule of prices (schedule of values).

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- 3.3.3. Contractor's Construction Schedule.
 - 3.3.4. Contractor's schedule of submittals.
 - 3.3.5. Copies of all required documentation for each subcontractor, including: State Contractor's License, identification of each subcontractors' authorized representative, copy of contract between Contractor and each subcontractor.
4. **CONTRACT AMOUNT.** City shall pay to Contractor, for the performance of the Work, the Contract Amount identified in the Bid Documents, subject to adjustment of estimated quantities (to reflect actual work performed by the Contractor), and as modified according to the terms of the Contract Documents. The Contractor's compensation shall include all costs incurred by the Contractor in the performance of the Work, including: furnishing all labor (including supervision), materials (including the costs of any and all applicable taxes, patent rights, royalties, licenses, and permits), equipment, tools, transportation, and services necessary to complete the Work (including costs to protect the Work, and all damages to the Work prior to acceptance of the Work by the City, unless otherwise specifically provided in the Contract Documents). The Contract Amount identified in the Bid Documents is \$_____.
5. **LIQUIDATED DAMAGES.** If Contractor fails to complete the Work within the Contract Time, Contractor shall pay to the City, as liquidated damages and not as a penalty, the sum specified in the Invitation for Bids for each calendar day after the expiration of the Contract Time that the Work remains incomplete. The City and Contractor agree that in the event the Work is not completed within the Contract Time, the City's damages would be extremely difficult or impracticable to determine and therefore the City and Contractor agree that the amount stated herein is a reasonable estimate of the amount of such damages. The City may deduct any liquidated damages owed to the City, as determined by the City, from any payments otherwise payable to Contractor under this Contract. Nothing contained herein shall limit the City's rights or remedies against Contractor for any default other than failure to complete the Work within the Contract Time. This provision for liquidated damages shall not be applicable nor act as a limitation upon the City if Contractor abandons the Work. In such event, Contractor shall be liable to the City for all losses incurred.
6. **CONTRACTOR REPRESENTATIVE.** At all times during the progress of the Work, Contractor shall have a competent supervisor, foreman, or superintendent (hereinafter "Contractor Representative") on site with authority to act on behalf of the Contractor. The Contractor Representative shall be authorized by the Contractor to sign, send, and receive all notices contemplated or required by the Contract Documents, and authorized to direct all Work being performed by (or on behalf of) the Contractor. The Contractor shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Contractor Representative. Throughout the term of this Contract, Contractor Representative shall meet and confer with the City Engineer in a good faith effort to resolve any outstanding issues related to performance required by the Contract Documents. The Contractor shall, at all times, keep the City Engineer informed in writing of the names and telephone numbers of all subcontractors performing the Work.
7. **ACCESS TO THE SITE.** In order to permit the City to inspect the Work, the Contractor shall, at all times, provide to the City (including agencies and entities designated by the City) proper and

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safe access to the Project site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.

8. DOCUMENTATION AND RECORD KEEPING.

- 8.1. **Contractor's Project Records.** Contractor's Project records shall include all of Contractor's accounting records, employment records, and project work records for all employees, subcontractors, and suppliers, including: the Contract Documents, one record copy of the plans and specifications, change orders, requests for clarifications, instructions from the City, contracts with suppliers and subcontractors, correspondence, submittals, samples, shop drawings, invoices, receipts, vouchers, purchase orders, notes, daily logs, and memoranda relating to the Work.
- 8.2. **Contractor's Maintenance of Project Records.** Contractor shall keep and preserve Project records in accordance with generally accepted accounting principles and state law requirements. During performance of the Work, Contractor shall keep all of Contractor's Project records in a secure location at the Project Site. After completion of the Work, Contractor shall maintain the Project records for no less than four years after final completion of the Work.
- 8.3. **Audit by the City.** All of Contractor's Project records, as identified above, shall be made available to the City (including agencies and entities designated by the City), and the Contractor shall provide copies of the Contractor's records upon request by the City.

9. RESPONSIBILITY OF CONTRACTOR AND SUBCONTRACTORS.

- 9.1. Contractor is an independent contractor and is solely responsible for all acts of its employees, agents, or subcontractors, including any negligent acts or omissions. Contractor is not City's employee and Contractor shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Contractor.
- 9.2. For each subcontractor performing any portion of the Work for this Project, the Contractor shall include a provision in the subcontract documents incorporating by reference the requirements of these Contract Documents, to require the subcontractor to comply with the requirements of these Contract Documents as related to the portion of the Work performed by the subcontractor. This requirement shall specifically include: indemnification of the City (Agreement Section 16), business tax compliance (Agreement Section 12), insurance (Agreement Section 14), and nondiscrimination and compliance with law (Agreement Section 11.1).

10. **CONFLICTS OF INTEREST.** Contractor (including its employees, agents, and subcontractors) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. In the event that Contractor maintains or acquires such a conflicting interest, any contract (including this Agreement) involving Contractor's conflicting interest may be terminated by the CITY.

11. **COMPLIANCE WITH LAW.** The Contractor shall comply with all applicable legal requirements including all federal, state, and local laws (including ordinances, resolutions, and City Regulations), whether or not said laws are expressly stated in this Agreement.

- 11.1. **Nondiscrimination.** Contractor shall comply with all applicable federal, state, and local laws regarding nondiscriminatory employment practices, whether or not said laws are expressly stated in this Agreement. Contractor shall not discriminate against any employee or applicant because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, or sex.
- 11.2. **Labor Compliance.** Contractor must comply with all applicable federal, state, and local laws regarding labor compliance, including, but not limited to, all applicable provisions related to working hours, the payment of prevailing wages, travel and subsistence payments, apprentices, payroll records, and labor code penalties (as required by California Labor Code Sections 1720 through 1861, and as outlined in the General Conditions). Copies of the prevailing wage rates are on file with the City Engineer, and shall be made available to any interested party upon request.
12. **PERMITS AND LICENSES.** The Contractor must obtain and maintain all necessary permits and licenses for the performance of the Work.
- 12.1. **Belmont Business License Tax.** Contractor must apply for and pay the business tax and registration tax for a business license, in accordance with the Belmont City Code.
- 12.2. **Fees, Royalties, and Patents.** Contractor must pay all license fees and royalties related to or necessary for the Work and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device that is the subject of patent rights or copyrights held by others.
13. **IMPROVEMENT SECURITY.** Concurrently with the execution of this Agreement by the Contractor, and before the commencement of any Work, the Contractor shall furnish improvement security, in a form substantially the same as that set forth in the Exhibits, attached hereto, or in an alternate form authorized by state law and approved by the City, in the following amounts:
- 13.1. **Faithful Performance** security in the amount of 100 % of the Contract Amount to secure faithful performance of this Agreement (until the date on which the City accepts the Work as complete).
- 13.2. **Labor and Material** security in the amount of 100% of the Contract Amount to secure payment by the Contractor to laborers and materialmen (until the date on which claims are required to be made by laborers and materialmen pursuant to law).
- 13.3. **Warranty** security in the amount of 10% of the Contract Amount to secure faithful performance of this Agreement (from the date on which the City accepts the Work as complete until one year thereafter).
14. **INSURANCE.** Contractor must, throughout the duration of this Agreement, maintain insurance to cover Contractor (including its agents, representatives, subcontractors, suppliers, and employees) in connection with the performance of Work under this Agreement, including against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work. This Agreement identifies the minimum insurance levels with which Contractor must comply; however, the minimum insurance levels do not relieve Contractor of any other performance responsibilities under this Agreement (including the indemnity requirements).

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City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

- 14.1. **Coverage.** Contractor must maintain insurance in the following minimum levels:
- 14.1.1. **Workers' Compensation.** Workers' compensation coverage as required by the State of California, with statutory limits.
 - 14.1.2. **Commercial General Liability (CGL).** Commercial general liability with coverage at least as broad as ISO form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury in an amount not less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit must apply separately to this project/location or the general aggregate limit must be twice the required occurrence limit.
 - 14.1.3. **Employer's Liability.** Employer's liability in an amount not less than \$1,000,000 per accident for bodily injury or disease.
 - 14.1.4. **Automobile Liability.** Automobile liability with coverage at least as broad as ISO Form Number CA 0001 covering Code 1 (any auto) in an amount not less than \$5,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to Contractor's vehicle usage in performing services hereunder).
 - 14.1.5. **Professional Liability**[Intentionally omitted]
 - 14.1.6. **Contractors' Pollution Legal Liability.** [Intentionally omitted]
 - 14.1.7. **Asbestos Legal Liability.** [Intentionally omitted]
 - 14.1.8. **Builder's Risk (Course of Construction).** [Intentionally omitted]
- 14.2. **Additional Coverage.** Contractor may carry, at its own expense, any additional insurance it deems necessary or prudent. If Contractor maintains higher levels than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum levels of insurance and coverage shall be available to the City.
- 14.3. **Insurer Qualifications.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity. Exception may be made for the State Compensation Insurance Fund when not specifically rated.
- 14.4. **Deductibles.** Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either:
- 14.4.1. Contractor must reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or,
 - 14.4.2. Contractor must provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 14.5. **Subrogation Waiver.** Contractor hereby grants to City a waiver of any right to subrogation which any insurer of Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to

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affect this waiver of subrogation. The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of City for all work performed by Contractor, its employees, agents and subcontractors. This provision applies regardless of whether or not the City has requested or received a waiver of subrogation endorsement from the insurer.

14.6. **Evidence of Coverage**. Concurrently with the execution of this Agreement, Contractor must furnish City with original certificates and amendatory endorsements, or copies of information or declaration page listing all policy endorsements of the insurance required hereunder. However, failure to obtain the required documents before the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

14.7. **Endorsements**. The insurance policies must be endorsed as follows:

14.7.1. For commercial general liability and automobile liability insurance, the City (including its elected officials, employees, and agents) must be named as an additional "insured". The endorsement must include liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed by or on behalf of Contractor. For commercial general liability, the policy must be endorsed with a form at least as broad as ISO form CG 20 10, GC 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used.

14.7.2. Contractor's insurance is primary to any other insurance (including self-insurance) available to the City (including its elected officials, employees, and agents) with respect to any claim arising out of this Agreement. Any insurance maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

14.7.3. No policy shall be canceled, limited, or allowed to expire without renewal until after 30 days written notice has been given to the City by first class mail.

14.8. **Claims Made Policies**. If any required coverage is made on a claims-made form:

14.8.1. The "Retro Date" must be shown, and must be before the date of the contract or the beginning of contract work.

14.8.2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

14.8.3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

14.8.4. A copy of the claims reporting requirements must be submitted to City for review.

14.8.5. If the services involve lead-based paint or asbestos identification/remediation, Contractor's Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, Contractor's Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

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14.9. **Subcontractors.** Contractor must require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor must ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors must provide coverage with a format least as broad as CG 20 38 04 13.

15. **REPORTING DAMAGES.** If any damage (including death, personal injury or property damage) occurs in connection with the performance of this Agreement, Contractor must immediately notify the City Risk Manager's office by email at finance@belmont.gov, and Consultant shall promptly submit to the City's Risk Manager and the City's Authorized Representative, a written report (in a form acceptable to the City) with the following information: (a) name and address of the injured or deceased person(s), (b) name and address of witnesses, (c) name and address of Consultant's insurance company, and (d) a detailed description of the damage and whether any City property was involved.

16. **RESPONSIBILITY FOR LOSS.**

16.1. The City and its elected officials, officers, employees, agents and volunteers, shall not be answerable or accountable in any manner: for any loss or damage that may happen to the work or any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the work; for injury to or death of any person (including but not limited to workers or the public) from any cause whatsoever; or for damage to property from any cause whatsoever.

16.2. The Contractor shall be responsible for any liability imposed by law and for injuries to or death of any person (including but not limited to workers and the public) or damage to property resulting from defects or obstructions or from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance. The Contractor shall indemnify and save harmless the City of Belmont and its elected officials, officers, employees, agents and volunteers from all claims, suits or actions of every name, kind and description brought for, or on account of, injuries to or death of any person (including but not limited to employees of Contractor, of subcontractor, or of any other person, firm or entity and the public) or damage to property arising from any cause whatsoever during the progress of the work or at any time before its final completion and acceptance. Contractor's indemnification shall specifically include, but not be limited to, all claims arising out of: contract claims, property damage, personal injury, and any infringement of patent rights or copyrights incidental to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents. Contractor's indemnification shall include any and all costs, expenses, court costs, attorneys' fees and liability incurred by the City in enforcing the provisions of this section, and in defending against such claims, whether the same proceed to judgment or not. Contractor shall reimburse City for any expenditures City incurs by reason of such matters. The duty of the Contractor to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code. This indemnification shall survive termination of the Contract.

The Contractor waives any and all rights to any type of express or implied indemnity against the City, and its officers, officials, agents, employees and volunteers. It is the intent of the parties that the Contractor shall indemnify and hold harmless the City, and its elected officials, officers, agents, employees and volunteers from any and all claims, suits, or actions arising from any

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cause whatsoever as set forth above regardless of the existence or degree of fault or negligence on the part of the City, the Contractor, the subcontractor or employee of any of these, other than the sole negligence, active negligence or willful misconduct of the City, and its elected officials, officers, agents, employees and volunteers.

16.3. In addition to any remedy authorized by law, so much of the money due the Contractor under and by virtue of the Agreement as shall be considered necessary by the City may be retained by the City until disposition has been made of such suits or claims for damages as aforesaid.

16.4. Neither the elected officials, officers, agents, employees nor volunteers of City, nor any officer or employee of any county, city or district shall be personally responsible for any liability arising under or by virtue of the Agreement.

16.5. Nothing in the Agreement is intended to make the public or any person a third party beneficiary under this Contract, nor is any term and condition or other provision of the Agreement intended to establish a standard of care owed to the public or any member thereof. Attention is directed to Section ___, "Insurance Provisions," of the General Conditions for the Contractor's responsibility for providing and maintaining insurance.

17. **ACCEPTANCE OF WORK.** Before acceptance of the Work by the City, the Contractor shall be solely responsible for maintaining the quality of the Work, and maintaining safety at the Project site. The Contractor's obligation to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City has accepted the Work as complete.

18. **WARRANTY.**

18.1. **Quality of Work.** Contractor warrants to the City that all materials and equipment used in or incorporated into the Work will be of good quality, new, and free of liens, claims, and security interests of third parties; and that the Work will be of good quality and free from defects; and that the Work will conform with the requirements of the Contract Documents.

18.2. **Documentation of Warranty.** If required by the City Engineer, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If required by the Contract Documents, the Contractor shall provide a written warranty from the manufacturer or supplier.

18.3. **Warranty Period.** The Contractor shall warrant the quality of the Work, in accordance with the terms of the Contract Documents, for the "Warranty Period." The Warranty Period shall be a one year period (unless a longer period of time is specified in the Contract Documents) commencing as follows: (a) for any Work not identified as incomplete in the Certificate of Substantial Completion, commencing on the date of Substantial Completion; and (b) for any Work that is identified as incomplete in the Certificate of Substantial Completion, commencing on the date of Final Completion.

18.4. **Default During Warranty Period.** In the event that (during the Warranty Period) any portion of the Work is determined by the City Engineer to be defective as a result of an

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obligation of the Contractor under this Agreement (including any faulty workmanship or material, or any failure of the Work to operate in accordance with the requirements of the Contract Documents), the Contractor shall be in default.

19. DEFAULT.

19.1. **Notice of Default.** In the event that the Contractor is in default of this Agreement, as defined in this section, the City Engineer shall provide written notice to the Contractor and the Contractor's surety (if any) in which the default is described.

19.2. **Circumstances Constituting Default.** Contractor shall be in default of this Agreement if the City Engineer determines that any one of the following conditions exists:

19.2.1. Contractor fails to perform any portion of the Work in accordance with the timing requirements of the Construction Schedule.

19.2.2. Contractor abandons the Project site.

19.2.3. Contractor fails to replace or repair any damage caused by Contractor or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.

19.2.4. Contractor fails to supply workers, subcontractors, or other personnel with the skills, certifications, or licenses required by the Contract Documents.

19.2.5. Contractor violates any legal requirement related to the Work.

19.2.6. Contractor is insolvent, files for bankruptcy, makes a general assignment for the benefit of its creditors, or fails to pay its debts as they become due.

19.2.7. Contractor fails to perform any portion of the Work in accordance with the requirements of the Contract Documents.

19.3. **City Remedies.** The City may, in the discretion of the City Engineer, take any or all of the actions identified in this subsection, if the Contractor fails to: (a) promptly commence, and diligently and continuously prosecute the cure of the default, or (b) within ten (10) days, cure the default, or provide adequate written assurance to the satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted to its completion:

19.3.1. Demand the Contractor to complete performance of the Work (including repair, or removal and replacement, of nonconforming Work).

19.3.2. Issue a Notice of Suspension of Work, by which the Contractor shall suspend all Work except for those portions of the Work authorized by the Notice, and for which the Contractor shall not be entitled to any adjustment of the Contract Amount or Contract Time. Notwithstanding the timing requirements of this Section 19.3, if the City Engineer determines that a default may have a potentially adverse impact on the safety of persons or property (including but not limited to a failure by the Contractor to maintain documentation of insurance or improvement security as required by this Agreement), the City Engineer may immediately issue a Notice of Suspension of Work in accordance with this subsection.

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19.3.3. Cure the default and charge the Contractor for all costs resulting therefrom, including administrative costs (including City staff costs, City consultant costs, and attorney's fees) and interest in an amount equal to seven percent (7 %) per annum from the date of default, which charge may be deducted by the City from amounts otherwise payable to the Contractor.

19.3.4. Remove the Contractor from the site and demand the Contractor's surety (if any) to complete performance of the Work.

19.3.5. Take possession of the Project site and all materials, supplies, equipment, tools, and construction equipment and machinery thereon owned by Contractor; accept the assignment of any or all of the subcontracts; and then complete the Work by any method the City may deem expedient. If requested by the City, Contractor shall remove any part or all of Contractor's materials, supplies, equipment, tools, and construction equipment and machinery from the Project site within seven (7) days of such request; and if Contractor fails to do so, the City may remove or store, and after ninety (90) days sell, any of the same at Contractor's expense.

19.3.6. Terminate the Contract.

19.4. **Termination for Default.** In the event that the Contract is terminated by the City in accordance with this section:

19.4.1. Contractor shall not be entitled to receive any further payment until the expiration of thirty-five (35) days after Final Completion and acceptance of all Work by the City

19.4.2. If the unpaid balance of the Contract Amount (to which the Contractor is otherwise entitled in accordance with the Contract) exceeds the cost of completing the Work (including all additional costs and expenses made necessary thereby, plus all losses sustained, including any liquidated damages provided under the Contract Documents), such excess shall be paid to Contractor. If the cost of completing the Work exceeds the unpaid balance of the Contract Amount, Contractor shall pay such excess to the City.

19.4.3. No termination or action taken by the City after termination shall prejudice any other rights or remedies of the City provided by law or by the Contract Documents upon such termination; and the City may proceed against Contractor to recover all losses suffered by the City.

20. **NOTICES.** All notices or demands which the Contract Documents contemplates or requires shall be in writing and shall be delivered to the respective party as set forth in this section. Communications shall be deemed to be effective on the first to occur of: (a) actual receipt by a party's Authorized Representative; (b) actual receipt at the address designated below; or (c) three working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated below. The Authorized Representative of either party may modify their respective contact information identified in this section by providing notice to the other party.

TO: City of Belmont

To: Contractor

Attn: _____

Attn: _____

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One Twin Pines Lane, Suite
Belmont, CA 94002

21. **HEADINGS.** The heading titles for each paragraph of the Contract Documents are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Contract Documents.
22. **SEVERABILITY.** If any term of the Contract Documents (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Contract Documents shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this section shall not apply to the extent that enforcement of the Contract Documents without the term would be grossly inequitable under all the circumstances or would frustrate the purposes of the Contract Documents.
23. **INTERPRETATION OF CONTRACT DOCUMENTS.**
- 23.1. **Governing Law, Jurisdiction, and Venue.** The interpretation, validity, and enforcement of the Contract Documents shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Mateo.
- 23.2. **Industry Standards.** When Contract terms have a customary technical or trade meaning, the terms shall be interpreted in accordance with that meaning.
- 23.3. **Standard Specifications and Codes.** References to any regulations (including: standard specifications, manuals or codes of a technical society, organization or association; or laws or regulations of any governmental authority) shall mean the regulations in effect at the time of the Bid Opening, unless otherwise specifically identified in the Contract Documents.
24. **ATTORNEY'S FEES.** In the event any legal action is commenced to enforce the Contract Documents, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred, not to exceed \$10,000.
25. **ASSIGNMENT AND DELEGATION.**
- 25.1. **Assignment of The Contract Documents.** The Contract Documents, and any portion thereof, shall not be assigned or transferred, nor shall any of the Contractor's duties be delegated, without the written consent of the City. Any attempt to assign or delegate the Contract Documents without the written consent of the City shall be void and of no force or effect. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent assignment.
- 25.2. **Antitrust Claims.** As required by the instructions to bidders and Government Code Section 4552, the Contractor hereby agrees to assign to the City, all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services, or

City of Belmont Contract Documents

Project: Footbridge Over Spillway at Notre Dame Dam #619

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materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgment by the parties. The Contractor further warrants that all goods, services, and materials provided to the City in accordance with this Contract are free and clear of all liens and encumbrances.

26. **MODIFICATIONS.** The Contract Documents may not be modified orally or in any manner other than by an agreement of the parties, in writing, in accordance with requirements of the Contract Documents.
27. **WAIVERS.** Waiver of a breach or default under the Contract Documents shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of the Contract Documents.
28. **CONFLICTS.** If any conflicts arise between the terms and conditions of this Agreement and the terms and conditions of the attached exhibits or any documents expressly incorporated, the terms and conditions of this Agreement shall control.
29. **ENTIRE AGREEMENT.** The Contract Documents, including all documents incorporated herein by reference, comprise the entire integrated understanding between the City and Contractor concerning the Work to be performed for this Project. The Contract Documents supersede all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The Contract Documents are complementary; what is called for in one is binding as if called for by all. To the extent that portions of the Contract Documents are not attached to this Agreement, they shall be deemed incorporated herein by reference.
30. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute the Contract Documents on behalf of the respective legal entities of the Contractor and the City. The Contract Documents shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the City and the Contractor do hereby agree to the full performance of the terms set forth herein.

CITY OF BELMONT

By: _____
Greg Scoles, City Manager

Date: _____

APPROVED AS TO FORM

Scott M. Rennie, City Attorney

FUNDING VERIFIED

Thomas Fil, Finance Director

CONTRACTOR

By: _____

(print name) (print title)

Date: _____

By: _____

(print name) (print title)

Date: _____

PERFORMANCE BOND

Bond No. _____

WHEREAS, _____ (“Principal”) has entered into an “Agreement” with the City of Belmont (“City”) for the Project identified on this Bond, the terms and conditions of which are incorporated herein by reference; and the terms of the Agreement require the Principal to submit performance security.

NOW, THEREFORE, Principal and _____ (“Surety”), are hereby held and firmly bound unto the City in the amount of \$ _____, for payment of which Principal and Surety hereby bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if Principal (or its heirs, executors, administrators, successors, or assigns approved by the City) performs the covenants, conditions, and obligations of the Agreement, including the obligation to indemnify, defend, and hold harmless the City, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

The Surety’s obligation under this bond shall arise after the City has provided written notice to the Surety, at the address set forth below, of the Principal’s default under the Agreement, and the Principal’s failure to cure the default in accordance with the terms of the Agreement.

The Surety hereby agrees, for value received, that its obligations under this bond shall in no way be impaired or modified by any modification to the Agreement by the City and the Principal, and the Surety hereby waives notice of any such modification.

In the event suit is brought upon this bond, the surety shall pay reasonable attorneys’ fees and costs incurred by the prevailing parties in such suit, which fees and costs shall be in addition to the face amount of the bond.

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity, and authority to enter into and execute this document on behalf of the Principal and the Surety, and have caused this document to be executed by setting hereto their names, titles, and signatures.

Principal

Surety

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____
Address for Notices to Surety: _____

NOTE: NOTARY ACKNOWLEDGMENT FOR SURETY AND SURETY’S POWER OF ATTORNEY MUST BE ATTACHED.

PAYMENT BOND

Bond No. _____

WHEREAS, _____ (“Principal”) has entered into an “Agreement” with the City of Belmont (“City”) for the Project identified on this Bond, the terms and conditions of which are incorporated herein by reference; and the terms of the Agreement require the Principal to submit payment (labor & material) security for the benefit of all “Claimants”; and the term “Claimants” is defined as any of the persons named in California Civil Code Section 3181, or their assigns.

NOW, THEREFORE, Principal and _____ (“Surety”), are hereby held and firmly bound unto the City, and all Claimants, in the amount of \$_____, for payment of which Principal and Surety hereby bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the Principal (or its heirs, executors, administrators, successors, or assigns approved by the City) and all of its subcontractors pay: (a) all Claimants, and (b) all amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the Agreement, and (c) all amounts required to be deducted, withheld, and paid over to the California Employment Development Department from the wages of employees of the Principal and its subcontractors pursuant to California Unemployment Insurance Code Section 13020 with respect to such work and labor; then this obligation shall become and be null and void; otherwise it shall remain in full force and effect.

The Surety’s obligation under this bond shall arise, and the Surety shall make appropriate payments, after the Surety has received written notice, at the address set forth below, of the Principal’s failure to make payment in accordance with the obligations of the Agreement or this bond. This bond shall inure to the benefit of the City and Claimants, as to give a right of action to any Claimant or their assigns in any suit brought upon this bond. In the event suit is brought upon this bond, the surety shall pay reasonable attorneys’ fees and costs incurred by the prevailing parties in such suit, which fees and costs shall be in addition to the face amount of the bond. The Surety hereby agrees, for value received, that its obligations under this bond shall in no way be impaired or modified by any modification to the Agreement by the City and the Principal, and the Surety hereby waives notice of any such modification.

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity, and authority to enter into and execute this document on behalf of the Principal and the Surety, and have caused this document to be executed by setting hereto their names, titles, and signatures.

Principal

Surety

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____
Address for Notices to Surety: _____

NOTARY ACKNOWLEDGMENT FOR SURETY AND SURETY’S POWER OF ATTORNEY MUST BE ATTACHED.

City of Belmont Contract Documents

Project: Footbridge Over Spillway at Notre Dame Dam #619

City Contract Number 2014-052

MAINTENANCE BOND

(To be executed after acceptance of project by the City Council)

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as Principal, and _____, as Surety, are held and firmly bound unto the City of Belmont (hereinafter called the Obligee), in the penal sum of _____ Dollars (\$ _____) for the payment of which, well and truly to be made, we do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has heretofore entered into a contract with the Obligee for the _____ Project, City Contract

No. _____; and,

WHEREAS, the work called for under the contract has now been completed and accepted by Obligee;

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if the Principal shall for a period of one (1) year from and after the date of the completion and acceptance of the contract indemnify the Obligee against any loss or damage directly arising by reason of any defect in the material or workmanship that may be discovered within the period aforesaid, then this obligation shall be void; otherwise to remain in full force and effect.

All suits at law or proceedings in equity to recover on this bond must be instituted within twelve (12) months after the expiration of the maintenance period provided for herein.

Principal: _____
Corporate Seal (where appropriate)

Surety: _____
Corporate Seal (where appropriate)

Authorized Signature

Authorized Signature

Printed name and title

Printed name and title

Date

Date

Street Address

Street Address

City, State, Zip Code

City, State, Zip Code